

MATT PARROTT & SONS CO., WATERLOO, IOWA 034774

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SEAL

Harry F. Anderson  
Notary Public in and for Madison County, Iowa.

E.W.Cummins, et al	#5490	√	Filed for record the 17 day of December A.D. 1937 at 2:20 o'clock P.M.
To	Fee \$ 1.90		
James C. Adkins & wf. et al			Valda C. Bishop, Recorder

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of September, A.D. 1937, by and between, E.W.Cummins and wife, Myrtle Cummins of Madison County, Iowa, parties of the first part, and James C. Adkins and wife, Antoinette Adkins of Dallas County, Iowa, parties of the second part, WITNESSETH

That parties of the first part agree to sell to the parties of the second part as hereinafter set forth, and parties of the second part agree to purchase of the parties of the first part, in consideration of the sum of Twenty-two Hundred Fifty (\$2250.00) Dollars, payable as hereinafter provided, all their right, title and interest in and to the following described property, situated in Madison County, Iowa, to-wit:

Commencing at the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Fifteen (15) in Township Seventy-six (76) North, Range Twenty-nine (29) West of the 5th P.M., Iowa, running thence East 110 feet; thence North 190 feet; thence West 110 feet; thence South 190 feet to the place of beginning.  
Also all furniture, equipment, goods, wares and merchandise which is a part of and constitutes the store merchandise and equipment now used and kept on the above described real estate, which is more specifically described in a Bill of Sale of even date herewith.

That parties of the second part agree to sell to the parties of the first part as hereinafter set forth, and parties of the first part agree to purchase of the parties of the second part, in consideration of all the covenants herein contained, all their right, title and interest in and to the following described property, situated in Madison County

Iowa, to-wit:

South One-half ( $S\frac{1}{2}$ ) of Lot Three (3) Depot Addition to the Town of Winterset, Madison County, Iowa.

That the covenants and agreements of the parties hereto in reference to the exchange of said real and personal property as hereinbefore described, are as follows:

That second parties agree to convey by good and sufficient Deed of Warranty to first parties, the real estate last above described, and to furnish first parties an Abstract of Title showing said property free and clear of all liens and encumbrances including the 1936 real estate taxes due and payable in 1937, and to give possession of said property upon acceptance by both parties hereto of the abstracts of title to both of said properties. Second parties also agree to transfer and assign to first parties any insurance policies on the last above described real estate.

That First parties agree to give second parties upon the execution of this agreement, and upon the payment by second parties to first parties of the sum of One Hundred (\$100.00) Dollars, receipt of which is hereby acknowledged, a Bill of Sale of all personal property above referred to, and possession of the real estate above described, together with possession and title to said personal property; second parties are to receive all personal property now located on said real estate, except such as may be specifically reserved. Said personal property to be transferred free and clear of all liens and encumbrances and first parties agree to hold second parties free from the claim of any creditors of first parties which may have or claim to have a claim against said personal property. First parties also warrant that said personal property is free and clear of all liens whatsoever, including personal taxes due the county, state or federal government.

That upon acceptance by second parties of the abstract of title to the real estate first above described, and upon the execution of all other agreements herein contained, which are to be concluded on or before November 1st, 1937, second parties agree to pay the balance of the purchase price of twenty-one Hundred Fifty (\$2150.00) Dollars, as follows:

One Hundred (\$100.00) Dollars on November 1st, 1937, and One Hundred (\$100.00) Dollars on the first day of each month thereafter

until the full amount of said purchase price is paid, together with interest thereon at the rate of five (5) per cent. per annum from date of this contract. Second parties to have the right and option of payment of any sum over and above the sum of One Hundred (\$100.00) Dollars on the first day of any month hereafter.

It is further understood and agreed by and between the parties hereto that Ed Laval-leur of Winterset, Iowa, is the holder of a first mortgage on the real estate first above described, in the sum of Seven Hundred (\$700.00) Dollars, and second parties are hereby authorized and directed by first parties to pay to the said Ed Lavalleur the said sum of Seven Hundred (\$700.00) Dollars, in seven (7) One Hundred (\$100.00) Dollar monthly payments, and all monthly payments of One Hundred (\$100.00) Dollars so paid to the said Ed Lavalleur are in lieu of monthly payments provided for herein, to parties of the first part; that is to say, that payment of monthly installments of One Hundred (\$100.00) Dollars to the said Ed Lavalleur shall be considered and treated as though the said payments were paid to the parties of the first part until such time as such mortgage and interest is paid in full.

It is further understood and agreed that at such time as second parties have paid first parties the sum of One Thousand (\$1000.00) Dollars, with interest, on contract, that first parties will give to second parties a good and sufficient warranty deed conveying said premises first above described, free and clear of all liens and encumbrances, together with the abstract of title hereinbefore referred to, except unpaid taxes assessed

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and accruing after January 1st, 1938, at which time second parties will execute and deliver to first parties a real estate mortgage on said real estate, constituting a first lien thereon, in the principal sum of Twelve Hundred Fifty (\$1250.00) Dollars, due in monthly installments of One Hundred (\$100.00) Dollars each, with interest at the rate of five (5%) per cent per annum, together with promissory notes evidencing said indebtedness, to-wit: Thirteen (13) notes; twelve (12) notes of One Hundred (\$100.00) Dollars each, due on the first of each succeeding month thereafter and one note of Fifty(\$50.00) Dollars, due on the succeeding month, each bearing interest at the rate of five (5%) per cent,per <sup>annum.</sup> /

It is further agreed by and between the parties hereto, that in the event second party fails to pay any and all taxes and interest and penalties thereon as hereinbefore provided, on or before the date of maturity, first party may pay the same, which sum shall be added to the principal sum due under this contract and become a part thereof, and said delinquent sums which first party may be obligated to pay shall bear interest at the rate of seven (7%) per cent. per annum; second party agrees to keep the buildings on said property adequately insured in the name of first party against loss by fire, lightning, high-winds, or tornado; it being understood that first party will give second party the benefit of the insurance now in force and agrees to transfer any policy in force at time of final settlement, to second parties; first and second parties further agree not to create any lien on said property without the written consent of the opposite party.

It is further stipulated and agreed that second party shall pay, after the same shall become due, all installments, interest as herein provided, taxes, or liens, created by second party and if any default is made in any one of the monthly payments or on failure to pay said taxes or liens created by second parties when due, or on failure to comply with other stipulations of this agreement to be performed by second party, that in consideration of the damage, injury, and expenses resulting or that may be incurred by or to first party, and in the event first party shall desire to declare a forfeiture of said contract by reason of said default, first party shall serve on second party, a thirty days notice in writing of their intention to declare a forfeiture of said contract and after the expiration of the said thirty days, this agreement shall be void and of no force or effect, and second party shall have no claim at law or in equity against first party or to the above described real estate or any part thereof, and any claim, right, or interest which second party may have hereunder up to that time, by reason of any payments or improvements to said property, shall on such default,cease, terminate and be forfeited without any declaration of forfeiture, re-entry or act of first party except that in the event first party shall be entitled to demand forfeiture of this contract and immediate possession of said property from second party or from any other person or persons, in possession of said property, said party or parties in possession of said property will peaceably remove therefrom and in default thereof, second party or any other party in possession may be treated as tenants in possession, holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

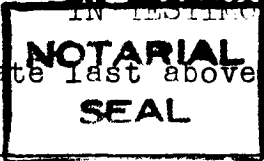
In the event it becomes necessary for first party to resort to an action at law or in equity, to enforce their rights under this contract, second parties shall be liable for all expenses and court costs incurred, including a reasonable attorney's fee to be paid first parties' attorney. It is further agreed that this contract is not assignable or transferrable by second party without the written consent of first parties.

E.W.Cummins	James C. Adkins
Myrtle Cummins	Antoinette Adkins
First Parties	Second Parties

STATE OF ICWA )  
                  ) SS:  
Madison County ) On this 13th day of September, A.D.1937, before me, the undersigned,

a Notary Public within and for Madison County, Iowa, personally came E.W.Cummins and Myrtle Cummins, and James C. Adkins and Antoinette Adkins, personally to me known to be the identical persons whose names are affixed to the above instrument and acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my seal on the date last above written.



Jno N. Hartley  
Notary Public In and For Madison County, Iowa.